



MONTANA DEPARTMENT OF NATURAL
RESOURCES & CONSERVATION

OPTION TO LEASE AGREEMENT #xxx

This Option to Lease Agreement, is entered into this ____ Day of ____, 20__, by and between the Montana Department of Natural Resources and Conservation, whose address is P.O. Box 201601, Helena, MT 59620 (hereinafter referred to as the "Department") and ____, whose address is ____ (hereinafter referred to as the "Optionee").

GRANT OF OPTION: In consideration of an annual payment of \$ ____, the Department grants to the Optionee a non-assignable option to lease premises described in Exhibit "A", attached hereto upon those terms and conditions as in the form, terms, and conditions of that lease agreement attached hereto as Exhibit "B", and incorporated herein as if fully set forth.

This Option to Lease shall remain in effect from the date of this Option to Lease Agreement until 12 noon Mountain Time on the ____ Day of ____, 20__, at which time it will expire and terminate automatically.

PAYMENT OF SPECIAL ASSESSMENTS AND TAXES: Optionee will pay all special assessments (i.e. SIDs, RIDs, etc.) and other like impositions levied, assessed, or attributable to the lease premises described in Exhibit "A" during the Term. The Optionee will pay before delinquent, directly to the taxing authority, all Taxes that may accrue during or are attributable to any part of the Option term, including privilege taxes, also known as beneficial use taxes, per MCA 15-24-1203.

MANNER OF EXERCISE OF OPTION: The Optionee may exercise the option granted in the preceding paragraph at any time before the expiration of the option period by giving written notice of exercise of the option to the Department, at the address of the Department set out above. The notice of exercise of the option must specify the date upon which the lease is to commence, and such date must be within the term of the option. If no date is specified, the lease term will begin immediately as of the date of the notice of exercise of the option. The notice of exercise of option must be accompanied by a check for the full amount of one year's rent plus the amount of any security deposit specified in the lease agreement attached hereto as Exhibit "B".

EXECUTION OF LEASE AGREEMENT: Upon receipt of the notice of exercise of lease option, the Department must prepare or cause to be prepared duplicate originals of the lease agreement which is attached as Exhibit "B". The Department will deliver these duplicate originals for execution to the Optionee within thirty (30) days after receipt of the Optionee's notice of exercise of the option. The Optionee must deliver the fully executed duplicate lease agreements to the Department within fourteen (14) days after receipt by the Optionee.

CONTINGENCY: All terms of this Option to Lease are contingent upon an environmental review conducted in compliance with the Montana Environmental Policy Act (MEPA), and associated decision document signed by Department. Department will have the sole right to determine whether MEPA compliance shall consist of the completion of an Environmental Assessment (EA) or Environmental Impact Statement (EIS). The Department shall ultimately be responsible for signing a Record of Decision (ROD) or other appropriate decision document. Optionee and Department agree that the final decision for the MEPA may require modifications to the attached lease document to ensure compliance with the MEPA decision.

Date: _____

STATE OF MONTANA, MONTANA DEPARTMENT
OF NATURAL RESOURCES AND CONSERVATION

By: _____

Mike Atwood, Chief
Real Estate Management Bureau

ACKNOWLEDGMENT

STATE OF MONTANA
County of Lewis and Clark

This instrument was acknowledged before me on _____, _____, by
_____, as _____ of the Montana Department of Natural
Resources and Conservation.

(Notary Signature)

[SEAL]

Date: _____

OPTIONEE

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____

County of _____

This instrument was acknowledged before me on _____, _____, by
_____, as _____ of Optionee,
_____.

(Notary Signature)

[SEAL]